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ABSTRACT

This agreement between Bard College and the Bard College Chapter of the American Association of University Professors covers the period from April 24, 1973 until June 30, 1974. The articles of the agreement cover recognition tenure, adequate cause for dismissal, retirement, contractual obligations, academic policy, research and travel, administrative services, housing, sabbaticals, salary increments, and fringe benefits. The appendix includes detailed information on fringe benefits, including sick leave and disability, social security, workmen's compensation, unemployment insurance, retirement, health insurance, education of dependents, and discount purchases. (PG)

Bard College
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4 year

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AGREEMENT BETWEEN

BARD COLLEGE

AND

THE BARD COLLEGE CHAPTER OF

THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

This agreement is made April 24, 1973, by and between Bard College (hereinafter referred to as "the College") and the Bard College Chapter of the American Association of Universiry Professors (hereinafter referred to as "the Chapter"). The agreement is made expressly subject to all applicable laws of the State of New York, and of the United States.

I. RECOGNITION

The College recognizes the Chapter as the collective bargaining agent for the Faculty (as defined below, Article II) and as the exclusive agent to negotiate the terms and conditions of Faculty employment at the College, provided that this action in no way limits the right of individual Faculty members or of the President of Bard College (hereinafter referred to as "the President") to discuss and establish particular arrangements to cover individual faculty employment situations. Such agreement shall not be in conflict with the terms of this agreement.

The Chapter recognizes that the Board of Trustees of Bard College (hereinafter referred to as "the Board") shall retain all rights and responsibilities vested in it by law, except as limited by the express terms of this agreement.

II. FACULTY

For the purposes of this agreement, the term "Faculty" shall include all tenured and probationary teachers at the rank of Instructor, Assistant Professor, Associate Professor and Professor. (Fractional-time, short-term and limited-term teachers, lecturers or adjuncts who are not tenured or probationary are not included in "Faculty".)

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III. NOTICE

The precise terms and conditions of every academic appointment (for Faculty and for all other teachers) shall be in the possession of both the College and the teacher before the appointment is consummated. Faculty Handbook (hereinafter referred to as "Handbook") 1.5c.1. The College will normally notify Faculty members of the terms and conditions of their renewals by April 1st, but in no case will contracts be issued later than April 15.

Notice of non-reappointment of probationary Faculty will be given as provided in Handbook 1.5c.3.

IV. TENURE

Academic tenure means an academic appointment that can be terminated only for specifically stated causes. It should be granted only to persons who have demonstrated by passing successfully through a substantial period of probation that they are full qualified teachers. (Handbook, I.6.1)

Such tenure has one purpose and justification: to ensure the adherence of the College to its state policy of academic freedom. It is not justified as or intended to be a compensation for low salaries or a reward for long and faithful service. The benefits of economic security which it confers upon the individual to whom it applies are only incidental to the benefits it confers upon society in guaranteeing to the scholar and teacher the opportunity for the free and unbiased pursuit of truth and understanding. (Handbook, I.6.1)

V. ADEQUATE CAUSE FOR DISMISSAL

After the expiration of the probationary period, Faculty members should have tenure until their retirement for age, and their service should be terminated only for adequate cause, or, under extraordinary circumstances, because of financial exigencies. (Handbook, I.6.1) "Adequate cause," as used above, is defined as refusal, failure, or prolonger inability to perform contractual duties in accordance with recognized professional standards.

If the President believes there is adequate cause for the dismissal of a Faculty member, he or she will consult with the Faculty Senate. Dismissal proceedings will be initiated only upon a detailed written statement of charges by the President. After receipt of such a statement of charges, the Faculty member shall have three weeks to request the Faculty Executive Committee to arrange a hearing.

VI. HEARING

At the request of the Faculty member, the Faculty Executive Committee will arrange a hearing on the charges before an appropriate ad hoc committee of the Faculty, which the Faculty Executive Committee will designate in consultation with the Chapter Executive Committee.

The hearing will consider only those charges contained in the President's written statement. The Faculty member will be provided an opportunity to make written and oral answer to the charges, to have with him or her an advisor of his or her own choosing who may act as counsel, to call witnesses in his or her behalf, and to have a full record of the hearing. In the hearing of charges of incompetence, the testimony shall include that of other teachers and scholars, either from the College or from other institutions.

The findings and recommendations of the Hearing Committee will be given in writing to the President and to the Faculty member. Within three days, the President will communicate in writing to the Faculty member whether he or she will withdraw the charges or impose sanctions. However, if a sanction is to be imposed, the Faculty member shall have three weeks to request review of the hearing record and of the decision of the President by the Board, which shall make a final decision.

Except as to procedural matters specifically covered in this Article, the procedures to be followed by the Faculty Executive Committee, the Hearing Committee, and the Board shall be determined respectively by each of these bodies. However, in determining such procedures, these bodies shall be guided by the American Association of University Professors 1972 Recommended Institutional Regulations on Academic Freedom and Tenure, insofar as such regulations are reasonably appropriate to the situation and resources of the College.

VII. FINANCIAL EXIGENCY

Termination of a continuous appointment because of financial exigency shall be demonstrably bona fide. (Handbook, I.6.1). Where termination is based upon financial exigency or discontinuance of a program or department of instruction, Article VI will not apply.

The existence of financial exigency shall be determined by the Board. The Chapter Executive Committee shall determine the extent to which the exigency warrants the termination of any Faculty members on continuous appointment, and, if so, the number of such

VII. FINANCIAL EXIGENCY (continued)

Faculty members to be terminated. The Faculty Senate, with the approval of a regular Faculty meeting, will determine the particular terminations that most appropriately meet financial exigency with the least academic loss.

During the term of this agreement, a committee will be constituted consisting of members appointed by the President and members appointed by the Chapter Executive Committee to study and report on possible new methods of maximizing the educational effectiveness of the College's educational resources.

VIII. OTHER DISMISSALS AND GRIEVANCES

All teachers (whether Faculty or not) will enjoy academic freedom as set forth in the Association of American Colleges-American Association of University Professors' 1940 Statement of Principles on Academic Freedom and Tenure, and in no case will dismissal be used to restrain their exercise of academic freedom or other rights of American citizens.

In the event of the dismissal of a teacher (in any category) before the expiration of his contract, consultation, a written statement of reasons, and the opportunity for a hearing under Article VI will be accorded.

In the event of non-reappointment of a probationary Faculty member where the Faculty member asserts that there were procedural irregularities, a Grievance (under this Article) will be accorded on request; where the Faculty member asserts that his or her non-reappointment constitutes a violation of academic freedom, or that there has been discrimination with respect to race, sex, religion or national origin, a hearing under Article VI will be accorded.

On matters not covered by Articles V-VI, a Faculty member may ask for a Grievance Hearing regarding the interpretation or application of the terms of this agreement. If an informal meeting between Chapter officers and the President does not resolve the matter, a Committee made up of two members selected by the President and two members selected by the Chapter shall consider the complaint. A unanimous recommendation by the Committee will be binding on all parties.

IX. TERMS OF DISMISSAL

A Faculty member on continuous appointment who is dismissed for adequate cause shall receive his or her full salary for a year following the time of his or her dismissal. However, payments to Faculty members terminated for prolonged inability to perform contractual duties shall cease whenever the Faculty member becomes eligible to receive total disability benefits under any policy of insurance upon which the College has paid all or part of the premiums.

X. RETIREMENT

Faculty members shall be retired at the end of the academic year in which the individual attains the age of 68. Any Faculty member may, however, be retired at his own option or at the option of the College at the end of the academic year in which the age of 65 is reached.

XI. CONTRACTUAL OBLIGATIONS

The normal full-time teaching load is three courses each semester.

It is the responsibility of all teachers to meet classes, advisees and Major Conferences as established by Departmental and Divisional policies. Classes meet 30 weeks each academic year as scheduled, or for announced make-ups as required. Periodic student evaluations will be turned in by dates fixed by the Faculty Executive Committee.

Full-time teachers are required to be available on campus for the major part of 4 days each week. They will distribute their contact hours over these 4 days, including at least two posted office hours each week. The teaching load will not exceed 13 units as defined in the Handbook (I.4.1).

Teachers with less than full-time appointments will have proportional loads and availability requirements. Thus, half-time appointees will be available on campus for the major part of two days each week.

Faculty members will perform normal committee assignments and attend Divisional and Faculty meetings.

Significant exceptions to these contractual obligations must be approved by the Faculty Executive Committee and the President.

XII. ACADEMIC POLICY

Faculty meetings shall be held monthly (unless deferred by the Faculty Executive Committee) and the agenda will be announced a week in advance. Only currently active Faculty (as defined in Article II) will vote on academic issues.

Subject, content and conduct, and size and criteria for admission of courses are the responsibility of each teacher, subject to the direction and approval of his or her Departmental and Divisional colleagues, and the regular elected Committees of the Faculty, and subject to review by Faculty Meetings. The student-faculty ratio is an academic policy subject to Faculty approval.

XIII. RESEARCH AND TRAVEL

The College endorses and supports professional development of Faculty. An appropriate committee of the Faculty will administer funds for research and attendance at professional meetings on announced criteria, making detailed annual reports of allocations. All requests made and all grants of College funds for these purposes must be processed by the Committee.

For 1973-74, $1,000. will be budgeted to the Faculty Research and Travel Committee for this purpose.

XIV. ADMINISTRATIVE SERVICES

The College agrees to deduct from not more than three first-of-the month pay checks installments of American Association of University Professors and Chapter dues of each Faculty member who furnishes a written authorization for such deduction on a form acceptable to the College and the Chapter. Each Faculty member may cancel such authorization at any time by giving written notice of such cancellation to the College and to the Chapter. The amount of monthly installments of dues shall be certified to the College by the Chapter 30 days prior to the beginning of the fiscal year. Deductions shall be remitted to the Chapter at the end of the calendar month in which such deductions are made, together with a list of names of Faculty members from whose pay such deductions were made.

Within the limitations of its financial resources, the College will maintain adequate secretarial services for the Faculty, to support course preparation, with Faculty needs having first priority on the time of the designated secretary.

Subject to final action of the Faculty Executive Committee, the Registrar will assign course times and places with maximum consideration for Faculty requests.

XV. HOUSING

College-owned housing for Faculty members shall not be sold or converted to other purposes without prior consultation with the Faculty Committee on Housing and Use of College Lands, meeting during College session, with ample opportunity for full consideration. In all events the College will observe the terms of its lease with the Faculty member and provide him or her first priority for alternative housing.

XVI. SABBATICAL

Each full and 3/4 time Faculty member is entitled to regular sabbatical leave after 10 semesters, as provided in the Handbook (I.7.1-3).

XVII. SALARY INCREMENTS AND FRINGE BENEFITS

The College, stating that it cannot continue the practice of 9% annual salary increments, the College and the Chapter will negotiate a new long-term salary agreement in the light of present and anticipated conditions. Discussions will commence at once and be concluded in time to become part of this agreement for the academic year 1974-75.

Fringe benefits will continue with respect to retirement, Blue Cross-Blue Shield, major medical, basic disability and total disability, as described in the appendix to this agreement. The College agrees to pay in full Blue Cross-Blue Shield for each Faculty member at no less than the present rate of a single Faculty member ($14.90 per month).

Pending the long-term salary increment agreement, the College agrees to the following schedule of salaries for 1973-74:

1) Salaries will be no less than paid in 1972-73.

However, recognizing that unchanged salaries constitutes a cut in real income because of the current inflation, the College agrees

2) In the event that enrollment reaches 766 students, fte/year, salaries will be increased, as of October 1, 1973, by 3%.

   Salaries will be increased, as of October 1, 1973, by an additional 3% in the event the enrollment reacnes 781, fte/year.

XVII. SALARY INCREMENTS & FRINGE BENEFITS (continued)

If the New York State "Bundy" payments to Bard computed on a "per graduate" basis are doubled, as currently proposed, the student enrollment figure under #2 above will become 751 and the figure under #3 above will become 766.

Salary increments, as described above, shall be distributed as set forth in the Handbook (I.3.1).

XVIII. PAST PRACTICES

The parties agree to continue all practices (as described in the Faculty Handbook and any revisions thereof); provided however, that such practices are not in conflict with the provisions of this agreement. In the event of such a conflict, the terms of this agreement shall be controlling.

XIX. TERMINATION OF AGREEMENT

The agreement shall be in full force and effect through June 30, 1974.

If either party desires to terminate the agreement, it shall give written notice to the other party at least 60 days prior to the termination date. If either party desires to modify one or more provisions of this agreement or desires to add provisions, it shall at least 60 days prior to the termination date give written notice to the other party.

The contract areas of modification or areas of additional provisions shall be set forth in the notice. If either party desires to add items to the list of modification areas or additional provisions, it may add these by giving notice of the same up to the time of the initial negotiating session, which shall be held at least 60 days prior to the termination date of the agreement unless the agreement is continued as provided below.

If notice as provided above is not given, this contract shall continue in full force and effect from year to year thereafter, subject to notice of termination, modification or additional provisions as provided above.

FOR THE BARD COLLEGE CHAPTER
OF THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS

FOR BARD COLLEGE

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Chapter Executive Committee

_____
Reamer Kline, President

APPENDIX ON FRINGE BENEFITS

AS SPECIFIED IN SECTION XVII OF THIS AGREEMENT

SICK LEAVE AND DISABILITY

In the event of short term illness or disability, a faculty member is paid in full for a period extending to the end of the contract year in which the illness occurs. In most instances his work load is assumed by other members of the department or division. In addition, the faculty is covered by a total disability insurance program through TIAA. This coverage applies when an employee is declared totally disabled and becomes effective six months after the establishment of total disability. This plan, in conjunction with Social Security Benefits, provides for approximately 60% of total salary for as long as total disability continues. The plan also provides for continuation of retirement premium payments. The entire premium for this protection is paid by the College.

SOCIAL SECURITY

Bard College participates in the FEDERAL INSURANCE CONTRIBUTION ACT (FICA) which provides death, disability, and retirement benefits for the employee and his family as prescribed by law. For this purpose the prevailing tax is deducted from the employee's salary and matched by a like contribution from the College.

WORKMEN'S COMPENSATION

All employees are covered by Workmen's Compensation Insurance as prescribed by law. In the event of a job-related injury or death this plan provides for medical expenses and the payment of a portion of normal earnings as determined by the Workmen's Compensation Board. The entire premium for this protection is paid by the College.

UNEMPLOYMENT INSURANCE

All employees are eligible for New York State unemployment insurance protection in the event of involuntary termination of employment. The amount and duration of payments are determined by the State Unemployment Insurance Agency on the basis of individual claims submitted.

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RETIREMENT

Participation in the TIAA-CREF retirement plan is optional after one year of service and compulsory after three years of service at Bard. A new employee who already has a TIAA contract may elect to participate in the Bard program immediately. The College contributes 12.5% of the base salary while the individual must contribute a minimum of 2.5%. The individual contribution may be made in the form of a salary deduction or a salary reduction. The salary reduction plan would enable an individual to take advantage of tax savings to the extent of his participation in the plan. Premiums are paid monthly and may be allocated between TIAA and CREF at the discretion of the employee. The contract belongs to the individual employee immediately.

BLUE CROSS-BLUE SHIELD

All employees of the College are eligible to participate in the group-rated Blue Cross-Blue Shield Program. The plan offers basic coverage for sickness and accident benefits and is available on an individual or family basis. Effective July 1st, 1973, the College has agreed to pay the monthly premium for individual employee coverage. The employee must pay the premium for dependent coverage.

MAJOR MEDICAL INSURANCE

All full time employees are eligible for Major Medical protection available through the TIAA. This plan provides protection for extra-ordinary medical expenses which are beyond the scope of the basic Blue Cross-Blue Shield Plan. The plan provides coverage for an employee and his dependents. The premium is shared equally by the employee and the College.

EDUCATION

a) Children of College employees may attend Nursery School without charge.
b) Employees of the College may take a course or courses at Bard without charge.
c) Dependents of full-time employees with three years of service may attend Bard without payment of tuition.
d) Dependents of full-time employees may attend a College which is a member of the Tuition Exchange Program without payment of tuition.

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Faculty Fringe Benefits - continued

DISCOUNT PURCHASES

Employees are entitled to a 20% discount on all purchases made at the College Bookstore.

Arrangements may be made to secure fuel, gas, appliances and other supplies through the Physical Plant Department at College discount rates.